



MEMORANDUM OF UNDERSTANDING (MOU)

2019 RAILROAD TRESPASSING ENFORCEMENT GRANT

\$50,000 FR-RTE-0010-20-01-00

THIS MOU is made and entered into this _____, between the City of Billings (CITY), The Laurel Police Department (LPD) and the Yellowstone County Sheriff's Office (YCSO).

The Parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, mutually agree as follows:

Section 1. Purpose.

The purpose of this agreement is for the CITY to provide the YCSO and LPD reimbursement for services as listed in Section 2.

Section 2. Services.

As a recipient of grant funds from the 2019 Railroad Trespassing Enforcement Grant, awarded by City Council on 8/10/2020, the CITY (BPD - Grantee) will provide grant funds to YCSO and LPD to reimburse hourly wages for law enforcement officers to undertake rail trespassing enforcement activities at hot spots within their respective jurisdictions or at areas with a demonstrated rail trespassing problem in their community on FRA-regulated track.

Section 3. Responsibilities.

The CITY agrees to pay YCSO and LPD for rail trespassing enforcement details worked. The total estimated cost of the Project is \$50,000, for which the FRA grant will contribute up to 100% of the total Project cost, not to exceed \$50,000. Any additional expense required beyond that amount to complete the Project will be borne by the agency providing such service.

Section 4. Time of Performance.

Cooperative activities are to commence on September 1, 2020, and shall terminate on September 31, 2021.

Section 5. Assistance.

The CITY will provide the YCSO and LPD with assistance in coordinating rail trespassing enforcement details.

Section 6. Independent Agency.

It is understood by the parties that YCSO and LPD are independent agencies and, as such, any officers of the YCSO and LPD are not employees of the CITY.

Section 7. Assignment, Transfer, and Subcontracts.

No assignment or transfer of the performance of services may be made without the express, written permission of all parties to this agreement.

Section 8. Hold Harmless Clause.

The parties stipulate that the CITY has no direct or indirect participation or supervision of the YCSO or LPD in the performance of their services under the terms of this MOU. The parties agree that the only role the CITY has in this MOU is one of funding service as outlined in this MOU. The YCSO and LPD shall defend, indemnify and hold harmless the CITY, its officers, agents and employees from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act of the YCSO and LPD in the performance of any service as provided in this MOU.

Section 9. Entire Agreement.

This written document contains the Entire Agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this MOU, shall be valid or binding. This written agreement shall not be enlarged, modified, or altered except by a written agreement signed by all parties to the Entire Agreement and attached hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CHRIS KUKULSKI, CITY ADMINISTRATOR

LAUREL POLICE DEPARTMENT

THOMAS NELSON, MAYOR

YELLOWSTONE COUNTY SHERIFF'S OFFICE

DONALD W. JONES, CHAIRMAN

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY'S OFFICE

DENISE BOHLMAN, CITY CLERK